



April 8, 2016

Nick Mantooth offer letter for employment

Dear Nick,

I am pleased to forward this letter confirming your offer of employment with Optimal Energy Resources, Inc. We look forward to your starting with us as a full time employee beginning on April 11, 2016. This position requires knowledge and experience in all phases of safety, environmental, facility & pipeline construction and will be a responsibility position. Employee orientation will be held near New Town, ND at the job site and lasts one (1) day.

Position:	Inspector / CWI, Exempt
Supervisor(s):	Lance R. Fennell
Pre-Employment Requirements:	<p>This offer is conditional upon your successful completion of OER's pre-employment screening as described below:</p> <ul style="list-style-type: none"> • A non-positive drug test result is required for employment. • Insurability and proof of automobile policy is required prior to starting work. • Two (2) forms of identification that meet I-9 requirements or an active passport. • Copy of non-expired certification(s). • Copy of driver's license and copy of registration for MHA DOT.
Compensation:	<p>\$40.00 per hour worked, for typically a six (6)-day work week, 8-12 hours per day. Paydays are on a 2-week cycle, every other Friday. Working hours will as client directed per the project to safely complete project related duties. One time 12 hours of pay for travel to North Dakota, subject to tax.</p>
Perdiem/Expenses:	<p>\$120.00 per day worked and scheduled work days "called off" by the clients project CM. As necessary, client directed in writing, preapproved travel, special expenses and hotel cost are to be expensed and reimbursed.</p>
Vehicle Allowance:	<p>Vehicle fit for assignment, \$70.00 per day worked and scheduled work days "called off" by the clients project CM. Fuel cost is reimbursed for fuel that is used for direct company related business. Employee is to provide insurance that meets company minimum requirements, \$500,000 General Liability naming Optimal Energy Resources as a certificate holder.</p>
Electronic Package:	<p>For use of personal laptop computer and/or tablet that includes MS Office software, printer and mobile phone (electronics package) will pay out at \$10.00 per day worked.</p>
Reviews:	<p>Employee's performance will be informally reviewed ninety (90) days after start date. Formal and documented reviews will be conducted six (6) months after employment start date and at a minimum, on a yearly basis thereafter. Reviews may or may not change the employee's position and/or compensation status.</p>
Job Duties:	<p>Duties/requirements include, but are not limited to:</p> <ul style="list-style-type: none"> • NACE, CWI, CPWI inspectors are required to have & use properly, documented calibrated devices, gauges, and normal tools of the trade to perform daily professional duties per DOT and industry standards • Insure that all of the pipeline construction activities adhere to the Client Company contract specifications and applicable DOT codes. • Maintains Quality Assurance / Quality Control according to Client Company standards, specifications, land owner agreements and drawings.

Exhibit 6



- Makes Safety the No. 1 priority, and ensures that all OER & Client Company safety policies and procedures are followed at all times.
- Keeps a daily reporting log of incidents as they relate to the construction activities on the job site.
- Notifies the appropriate Client Company personnel of any environmental problems that arise during construction.
- Performs other duties as required by the Client Company for the assignment, including daily reports, progress reporting of work performed, job photos, etc.
- To assist in solutions, but is not authorized at any time to operate equipment or use power or hand tools to perform any "field work".
- Gratuities are not allowed to be received from any outside entity. Receipt of gratuities of any kind is grounds for dismissal.

Working Hours:

Core working hours, generally based on our clients project specific working hours and daylight available. Minimum show up rate equal to one-half day rate for weather or unforeseen circumstance after employee has arrived for work that is called off by the client or their representative.

Paid Time Off:

After 90 days of employment, five (5) days of PTO per year, equal to 40 hours will be accrued in increments at each pay period. See company policy for subsequent years PTO.

Holidays:

After 90 days of employment, you will be eligible for seven (7) paid holidays per year, which includes one floating holiday.

Benefits:

Eligibility under Optimal Energy Resources medical, vision, dental, life insurance and disability coverage, as well as the flexible medical and dependent care spending accounts, would be affective, the first day, following 90 calendar days of employment. Detailed plan and enrollment information will be provided to you after acceptance of this offer for employment.

401(k):

Currently not applicable.

The information in this letter is not intended to constitute a contract of employment, either express or implied. Your employment with Optimal Energy Resources, Inc. is at-will and either you or the Company may terminate the relationship at any time. **The compensation and benefits information detailed in this offer is confidential. Your discretion is expected.**

We request that you accept our offer by signing and returning the original as acknowledgement by mail to or VIA email/PDF to sheenafennell@optimalenergyresources.com & lancefennell@optimalenergyresources.com

Optimal Energy Resources, Inc.

**Attn: Lance R. Fennell
456 Galaxy Drive
Castle Rock, CO 80108**

Sincerely,

Lance R. Fennell

Lance R. Fennell
President / CEO

Nick Mattox 4-8-16

Employee Signature